

ATTACHMENT A



ACQUISITION AGREEMENT

This Acquisition Agreement (the "Agreement"), made and entered into this 29th day of October, 1996 by and among MEDTRONIC, INC. ("Medtronic"), a Minnesota corporation, WINCHESTER DEVELOPMENT ASSOCIATES ("WDA"), a sole proprietorship, MICHAEL A. MARTINELLI, PH.D. ("Dr. Martinelli"), an individual, and ENTERPRISE MEDICAL TECHNOLOGIES, INC. ("EMT"), a corporation organized under the laws of the Commonwealth of Massachusetts.

WITNESSETH:

WHEREAS EMT represents that it purchased from Intra-Sonix, Inc. all right, title and interest in certain intellectual property; and

WHEREAS, MEDTRONIC desires to acquire from EMT, and EMT desires to sell and assign to Medtronic, all of EMT's right, title and interest in the "EMT Acquired Intellectual Property" (as defined below) upon the terms and conditions set forth in this Agreement;

WHEREAS, WDA and Dr. Martinelli (individually an "Owner"; collectively the "Owners") represent that they own certain intellectual property; and

WHEREAS, Medtronic desires to acquire from the Owners, and the Owners desire to sell and assign to Medtronic, all of the "Owners Acquired Intellectual Property" (as defined below) upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, and for other valuable consideration described herein, the receipt and adequacy of which is hereby acknowledged, the parties mutually agree as follows:

ARTICLE 1 Definitions

1.1. Specific Definitions. As used in this Agreement, the following capitalized terms shall have the meanings set forth below:

"ADL" means Arthur D. Little, Inc., the sole shareholder of ADLE.

"ADLE" means Arthur D. Little Enterprises, Inc., the sole shareholder of EMT.

"Acquired Intellectual Property" means the EMT Acquired Intellectual Property and the Owners Acquired Intellectual Property.

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IN WITNESS WHEREOF, each of the parties has caused this Acquisition Agreement to be executed in the manner appropriate for each, as of the day and year first above written.

MEDTRONIC, INC.

By: Michael D. Ellner

Its: Vice President

Michael A. Martinelli
Michael A. Martinelli, Ph.D.

ENTERPRISE MEDICAL TECHNOLOGIES, INC.

By: Bernard J. Sacoris

Its: Pres.

WINCHESTER DEVELOPMENT ASSOCIATES,
a sole proprietorship

By: Michael A. Martinelli

Its: President

To induce Medtronic to enter into this Agreement and to consummate the transactions contemplated hereby, the undersigned Arthur D. Little Enterprises, Inc. ("ADLE"), the sole shareholder of EMT, and Arthur D. Little, Inc. ("ADL"), the sole shareholder of ADLE, hereby jointly and severally guarantee the performance by EMT of EMT's obligations under this Agreement in accordance with the terms, provisions and conditions of this Agreement.

ARTHUR D. LITTLE ENTERPRISES, INC.

By: Bernard J. Sacoris

Its: Pres.

ARTHUR D. LITTLE, INC.

By: Bernard J. Sacoris

Its: Vice Pres.

SCHEDULE 1.2
to
Acquisition Agreement

<u>Country</u>	<u>Appln. No./ Filing Date</u>	<u>Patent No./ Issue Date</u>	<u>Title</u>	<u>Inventor</u>
U.S.	08/490342 06/14/95		Method and System for Navigating a Catheter Probe	M. Martinelli
PCT	PCT/US96/10050 06/11/96		Method and System for Navigating a Catheter Probe	M. Martinelli
*	_____* _____/_____/_____		Multi-Electrode Virtual Navigation Catheter (Multi-Band Interpolated Navigation)	M. Martinelli
*	_____* _____/_____/_____		Navigated Catheter Based Coronary Artery Bypass	M. Martinelli
*	_____* _____/_____/_____		Morphed Image Formation (Display Patent)	M. Martinelli

* Patent application in process of being prepared for such invention.